



BURLINGTON NORTHERN INC. No.

AUG 11 1982

August 6, 1982

Date

Fee \$

130.00

ICC Washington, D. C.

RECORDATION NO. 8471-B
Filed 1425

AUG 11 1982 - 10 35 AM

INTERSTATE COMMERCE COMMISSION
RECEIVED

AUG 11 10 19 AM '82

FEE COLLECTION BR.

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Conditional Sale Agreement Dated August 15, 1976 with
Burlington Northern Inc., et al

Dear Secretary Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Inter-
state Commerce Act, are three counterparts of a Supplemental
Agreement dated August 2, 1982, supplementing the above-
entitled Conditional Sale Agreement.

The original Conditional Sale Agreement was recorded with
the Interstate Commerce Commission pursuant to Section 11303
of the Interstate Commerce Act and assigned recordation
numbers as follows:

Burlington Northern Inc. Conditional Sale Agreement
recorded with the Interstate Commerce Commission on
September 10, 1976 - ICC Recordation No. 8471

A general description of the equipment covered by the
enclosed Supplemental Agreement is as follows:

Nine (9) 100-ton, 2,200 cubic foot Double Hopper Cars;
Portec, Inc., Rail Car Division, Builder; Road numbers
953991 through 953999, inclusive.

The name and addresses of the parties to the Supplemental
Agreement are as follows:

Mercantile-Safe Deposit & Trust Company
P.O. Box 2258
Baltimore, MD 21203 - Assignee

Burlington Northern Railroad Company
(formerly Burlington Northern Inc.)
176 E. Fifth Street
St. Paul, MN 55101

Obtain report for 13-
Stations Paul and

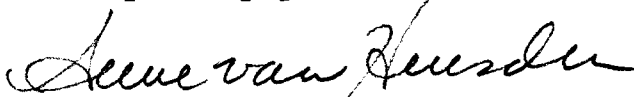
Letter to Ms. Mergenovich
Page 2

The \$10.00 fee for your services is included in the enclosed check for \$130.00 which covers recordation of thirteen separate Supplemental Agreements.

Please stamp the enclosed copy of this letter and two counterparts of the Agreement with the recordation data of the Commission and return it to the bearer of this letter:

Mrs. Carolyn Kunkel
Kunkel Transportation Services Inc.
Pennsylvania Building, Suite 523
425 - 13th Street, N.W.
Washington, D.C. 20004

Very truly yours,

A handwritten signature in cursive script, reading "Anne van Heusden".

Anne van Heusden
Office Manager
Law
(206) 625-6769

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

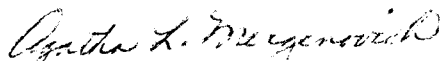
Mrs. Carolyn Kunkel
Kunkel Transp. Svcs., Inc.
Pennsylvania Bldg.-Suite 523
425 13th St. N. W.
Washington, D. C. 20004

August 11, 1982

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/11/82 at 10:25AM , and assigned recordation number(s). 6823-G, 7131-I, 7739-D, 7992-B, 8413-E, 8471-B, 8761-C, 9043-B, 9371-B, 9895-A, 10735-A, 11391-A, & 12644-B.

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 8471-B
AUG 11 1982 - 10 55 AM
INTERSTATE COMMERCE COMMISSION

Executed in 7 Counterparts of
which this is Counterpart No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated as of August 2, 1982, by and
between

BURLINGTON NORTHERN RAILROAD COMPANY (formerly
Burlington Northern Inc.), a corporation duly organized and
existing under the laws of the State of Delaware (hereinafter
called the "Railroad") and PACCAR INC. (hereinafter called the
"Manufacturer");

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
(hereinafter called the Assignee);

W I T N E S S E T H : That

WHEREAS, Manufacturer and Railroad entered into a
Conditional Sale Agreement dated as of August 15, 1976
(hereinafter called "Conditional Sale Agreement") pursuant to
which Manufacturer sold and delivered to Railroad and Railroad
purchased from Manufacturer certain railroad equipment
(hereinafter called "Equipment"), therein described, which
said Conditional Sale Agreement was assigned by Manufacturer
to Assignee by Agreement and Assignment dated as of August 15,
1976 (hereinafter called "Assignment"); and

WHEREAS, in Section 6 of the Conditional Sale
Agreement it is provided that in the event any unit of the
Equipment shall have suffered a Casualty Occurrence and the
Railroad shall have paid to the Assignee the value of the unit
as provided for therein, then upon the filing with the
Assignee of the appropriate documents, any moneys paid to the
Assignee pursuant to said Section 6 may be applied to or
toward the cost of a replacing unit of new standard gauge
railroad equipment which shall be of the same character as the
equipment described in the Conditional Sale Agreement dated
August 15, 1976; and

WHEREAS, the Railroad in compliance with the
aforesaid requirements of Section 6 of the Conditional Sale
Agreement now proposes to cause title to nine (9) 100-ton,
2,200 cubic foot Double Hopper cars bearing Railroad's road
Nos. 953991 through 953999, inclusive, (hereinafter called
"Additional Equipment"), to be vested in the Assignee, free
and clear of all liens and encumbrances subject to the
Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises, it is agreed between Railroad and Assignee:

That Assignee hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Section 6 of the Conditional Sale Agreement, as accessions to the Equipment thereunder and subject to all the terms and conditions of the Conditional Sale Agreement as though part of the original Equipment thereunder, free and clear of all liens and encumbrances.

This Supplemental Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

By: 

Vice President

ATTEST:



Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY

By: 


ASSISTANT VICE PRESIDENT

ATTEST:


Assistant Corporate Trust Officer

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On the 4th day of August, 1982 before me
personally appeared R. E. Schreiber to me
personally known, who, being by me duly sworn, says that he
is a ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.



Notary Public



My Commission expires: 7-1-86

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 2nd day of August, 1982, before me personally appeared John B. Parrish, to me personally known, who being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Anne van Heusden
Notary Public in and for
the State of Washington,
residing at Bellevue

(SEAL)

My Commission Expires:
March 10, 1984